

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>ISIAH A. JONES, III,</b> <div style="text-align: right;"><i>Plaintiff</i></div>	: : : : : : : :	<b>CIVIL ACTION</b>
<b>v.</b>		
<b>GEICO CHOICE INSURANCE COMPANY,</b> <div style="text-align: right;"><i>Defendant</i></div>		

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<b>MICHAEL PURCELL, JR.,</b> <div style="text-align: right;"><i>Plaintiff</i></div>	: : : : : : : :	
<b>v.</b>		
<b>GEICO CASUALTY COMPANY,</b> <div style="text-align: right;"><i>Defendant</i></div>		<b>No. 22-558</b>

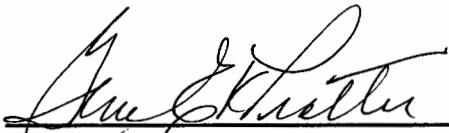
**ORDER**

**AND NOW**, this 27<sup>th</sup> day of July, 2022, upon consideration of Plaintiff Isiah Jones, III's Complaint (Case No. 22-558, Doc. No. 1-1), Defendant GEICO Choice Insurance Company's Motion to Dismiss (Case No. 22-558, Doc. No. 6), Mr. Jones's Response in Opposition (Case No. 22-558, Doc. No. 9), GEICO's Reply (Case No. 22-558, Doc. No. 12), Mr. Jones's Sur-Reply (Case No. 22-558, Doc. No. 13), Plaintiff Michael Purcell, Jr.'s Complaint (Case No. 22-825, Doc. No. 1-1), Defendant GEICO Casualty Company's Motion to Dismiss (Case No. 22-825, Doc. No. 7), Mr. Purcell's Response in Opposition (Case No. 22-825, Doc. No. 8), GEICO's Reply (Case No. 22-825, Doc. No. 11) and Mr. Purcell's Sur-Reply (Case No. 22-825, Doc. No. 12) it is hereby **ORDERED** that:

1. GEICO's Motions to Dismiss (Case No. 22-558, Doc. No. 6; Case No. 22-825, Doc. No. 7) are **GRANTED**;

2. Mr. Jones's and Mr. Purcell's Complaints (Case No. 22-558, Doc. No. 1-1; Case No. 22-825, Doc. No. 1-1) are **DISMISSED WITHOUT PREJUDICE**; and
3. If either Mr. Jones or Mr. Purcell wishes to seek leave to amend his complaint, he must **FILE** a motion seeking leave to file an amended complaint within **30 days** of this Order; after 30 days, this case will be dismissed for failure to prosecute.<sup>1</sup>

**BY THE COURT:**

  
**GENE E.K. PRATTER**  
**UNITED STATES DISTRICT JUDGE**

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<sup>1</sup> “[T]o request leave to amend a complaint, the plaintiff must submit a draft amended complaint to the court so that it can determine whether amendment would be futile.” *Fletcher-Harlee Corp. v. Pote Concrete Contractors, Inc.*, 482 F.3d 247, 252 (3d Cir. 2007).